

Frequently Asked Questions

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I got a job in another state. Does that automatically terminate the lease?

No, a lease is a legal binding contract. Nothing including moving to another state, medical conditions or even death terminates the lease, unless the lease has a clause specifically stating that such an event will terminate the lease.

I just signed a lease yesterday and today I have found a place I like better. Do I have 3 days to change my mind?

No, as soon as you signed the lease you created a contractual agreement between you and the landlord.

If the landlord and the tenant do not have anything in writing, do we have any sort of lease?

When there is no written lease and has never been a written lease, the State of Colorado assumes a month to month tenancy. To terminate this type of month to month lease, either the tenant or the landlord must give the other 10 days written notice. If an old lease has run out and a new one was never signed, the contract is automatically rolled over into a month to month lease. Most of the terms of the original lease still apply, including the amount of notice either the tenant or landlord must give to end the lease, the responsibility for maintenance and repairs, and the date rent is due.

My landlord is selling the place I rent. Will this terminate the lease?

The lease is still a binding contract to the new owners unless stated otherwise in the lease. The owner (current or new) and the tenant may mutually negotiate an early termination of the lease. This often involves assistance to the tenant for moving related expenses.

I just found out that my landlord doesn't have a rental license. Does this mean I can terminate the lease?

NO. A lease is a binding contract between two or more entities. Lack of a rental license does not void a lease contract, unless the unit does not qualify for a license and is in fact an "illegal dwelling unit".

I think my apartment is uninhabitable and I am going to stop paying the rent until my landlord makes it livable. Can I do this?

A tenant should get legal advice from an attorney prior to exercising this remedy. Only in extreme conditions may a tenant vacate the premises and stop paying rent. **THIS REMEDY SHOULD NEVER BE ATTEMPTED WITHOUT FIRST TALKING TO AN ATTORNEY!**

My landlord has asked me, 6 months before my lease is up, whether I want to re-lease. Can they do this? What happens if I sign a lease in advance and something comes up and I can't stay or afford the rent? Is the lease still valid?

Landlords CAN ask tenants, months in advance if they plan to renew their lease. Basically, landlords are under no obligation to re-lease to a tenant (and vice versa) once a lease term is up. Asking a tenant if they plan to re-lease provides the tenant with the opportunity to opt into the lease for another year term. However, once a lease contract is signed, it is binding. Be certain that you would like to stay in the property for the time and conditions outlined in the lease, prior to signing any lease document.

I am on a year lease. How much notice do I have to give when terminating the lease? Do I have to submit my notice in writing?

Typically, year leases require a 30 day notice (unless some other period of time is specified in the lease). Review your lease to see whether or not notice is to be given in writing and any other parameters around termination of the lease. However, putting your notice in writing can help assure that your notice is received and acknowledged by the landlord.

My tenants are on a month to month lease. How much notice do they have to give me prior to moving out? Does it have to be in writing?

A month to month lease is a rental agreement for a one-month period which is renewed automatically each month for another month until properly terminated by either party. If someone previously had a lease which was not renewed, but the individual remained a renter, then the lease is considered to have rolled over into a month to month lease. The terms for termination and some other rights and obligations established in the expired written lease may still be applicable unless altered with the knowledge of all parties.

A tenant should give written notice of intent to terminate by mailing or hand-delivering a copy to the landlord. To terminate a month to month lease, written notice of intent to terminate must be given at least ten days before the last day of the rental month which has already been paid, that is, eleven days prior to the next rental payment due date. In a written lease for example, start from the day when the rent is due then count back ten days. If there is evidence that both parties acknowledge the receipt of notice (such as ads having been placed in the newspaper) failure to give notice in writing will not automatically obligate either party to another month.

One of my roommates cannot pay their rent. The landlord is threatening to evict. Will my landlord just evict my roommate, or can all of us be evicted?

Joint and several liability means that all the tenants on a lease are responsible for all the rent and all of the damages, regardless of how they divide rent and other financial issues between themselves. If one person does not pay the rent, the other tenants are liable for that share of the rent, or they are all subject to eviction for non-payment of rent. It is up to the tenants, not the landlord, to collect from the non-paying tenant

Can my landlord just kick me out of my house?

If you have violated a term of your lease there is a process that the landlord has to go through to have their tenants evicted. They first must post a three day notice on the tenant's door stating that they must comply with the lease or move out. The tenant then has three days to comply with the term of the lease the landlord noted ("fix" the problem), or leave the premises. If the tenant remains but does not fix the problem, then the landlord must file for eviction in Eviction Court. The tenant will be notified of the court date and then both tenant and landlord will go court to provide their sides of the story. The judge will then rule for or against eviction. If the judge rules for eviction, the tenant must vacate the premises within 48 hours. If the tenant does not vacate within 48 hours, the landlord can call the sheriff and conduct a supervised move-out of the tenant's belongings.

Is getting evicted a good way of getting out of a lease early?

No. If you get evicted, that eviction goes on your credit record and may make it difficult for you to rent or get any credit in the future. In addition, eviction does not release the tenant from the terms of the lease. The tenant may still be responsible for paying rent to the landlord until the landlord can re-rent the property.

Can my landlord come into my apartment whenever they feel like it?

Generally, reasonable notice should be given unless there is an emergency. Reasonable notice is usually defined as 24 hours. However, unless it is specifically stated in the lease, there is no specific time period that the landlord must give to come into their property. This is something that the landlord and the tenant should work out together. **REPAIRS AND MAINTENANCE** (from the Landlord/Tenant Handbook)

My landlord keeps saying they will fix broken things in the house but never gets around to it. Can I withhold my rent until things are fixed?

No, the duty of the tenant to pay rent does not depend on the landlord's duty to maintain the premises. You can get evicted for not paying rent. You can negotiate with the landlord over when things will be fixed, possible compensation for the inconvenience, or that you have not received what you are paying rent for. If you are not comfortable with or are unable to negotiate in person or over the phone, another option is to write a letter. The letter should clearly state the problem you would like fixed, the time frame for fixing it, and any help you can provide to make that happen (i.e. when the unit will be available for repair people to get in, etc.). If the landlord is not responsive to requests for maintenance or repairs, you may want to check with an attorney for other options or call the Housing Inspection Office (if the property is located in the City of Boulder) to see if the maintenance issue falls under city housing codes. The phone number for the Housing Inspection Office is (303) 441-3152.

If you have other questions or would like to speak with someone in person about a particular problem or issue, please call the Community Mediation Service at (303) 441-4364. The Community Mediation Service provides information on tenant/landlord, neighbor/neighbor, and roommate issues, and can provide low fee mediation services for disputes in the above areas for people who live in the City of Boulder. Because the Community Mediation Service is a City of Boulder office and funded exclusively by the citizens of Boulder, mediation services cannot be provided to people who live outside the city limits.

I have a list of repairs that I want done on my apartment. Is it okay for me to go ahead and do and pay for the repairs and then deduct that amount from my rent?

No. You can not make repairs and deduct without the permission of the landlord. SECURITY DEPOSITS (from the Landlord/Tenant Handbook)

When do I have to return the security deposit?

Landlords have 30 days by law in which to return the security deposit. That could be extended up to 60 days if it is written in the lease.

The landlord has not returned my security deposit, what do I do?

If you have fulfilled all requirements of the lease you are entitled to your entire security deposit. If your landlord exceeds the time frame within which they must return the deposit, they lose the right to withhold any money at this time. They can still sue for damages. You can write a 7-day demand letter stating that if you do not receive your security deposit within 7 days, you will sue them for three times the amount of money involved (treble damages). In order to receive treble damages, you must prove both willful and wrongful intent on the part of the landlord.

I am returning a security deposit to tenants and I deducted some of the money for damages. Do I need to include copies of the receipts when I return the remaining portion of the deposit?

The landlord has the burden of proving that the deductions were proper, if challenged by the tenant. The receipts and estimates should be retained, but they do not have to be turned over to the tenant with the statement.

As a landlord, what type of expenses/damages can I use the security deposit for?

The security deposit can be used for any of the following: any unpaid rent or utility bills owed by the tenant; payment for damages to the premises beyond "normal wear and tear"; any cleaning the tenant agreed to in the lease; and any other breach of the lease causing financial damage to the landlord. "Normal wear and tear" is defined by Colorado statute to mean "that deterioration which occurs based upon the use for which the rental unit is intended, with out negligence, carelessness, accident, or abuse of the premises or equipment or chattel by the tenant or members of his household or their invitee or guests." See below for more information on normal wear and tear.

I gave my landlord a 700 dollar security deposit. I need to move out, one month earlier than I expected. My rent is 600 dollars. Can't I just move out and have my security deposit apply to my rent?

The security deposit exists to cover any damages, unpaid rent, utility bills and other financial burden caused by the tenant during the course of their tenancy. Based on the assessed damages and other related costs, the landlord will apply the security deposit accordingly. If the amount of your last month's rent and the damages exceed the amount of the security deposit, you are still responsible for covering the assessed amount. But if the unit re-rents quickly, the tenant may even have money coming back, as the landlord cannot receive rent from two sources for the same time period. For this reason, it is to the tenant's benefit to notify the landlord ASAP of early move out and to cooperate and work to re-rent

the unit ASAP also.

My landlord returned my security deposit to me. I disagree with the amount returned to me, but I need to cash this check. Can I cash the check and still dispute the amount given to me?

Yes. Make a copy of the check and proceed.**ROOMMATES**

My roommate is not following the conditions of the lease. Can I evict my roommate?

Roommates cannot evict each other. Only the landlord can evict tenants. Eviction is a legal process that must go through the courts. "Self-help" evictions, such as locking out roommates, etc, are not permissible.

I am considering moving in with a roommate for the first time. What kinds of questions and concerns should my prospective roommate and I discuss prior to moving in together?

See Suggestions for avoiding roommate disputes.

MOVING OUT

Who is responsible for cleaning up the property?

Unless specifically stated in the lease, the tenant is responsible to return the property in the state in which they found it, excluding normal wear and tear.

What is normal wear and tear?

Normal wear and tear includes deterioration of the premises that occurs during normal conditions. For example, paint may fade, electrical switches may wear out and break, pull strings on blinds may fray or break, carpet and tile may wear down. These things happen even if the tenant cleans regularly and cares for the premises reasonably. Damage occurs from unreasonable use or accidents. Damage can include extreme build up of dirt, mold, etc., stains on carpets, and broken windows. Even intentional alterations to the premises are considered damage. For example, the tenant cannot leave large holes in the walls from shelving or hanging pictures, and cannot repaint the walls to significantly change the color. If a tenant wants to make changes to the premises that will remain after the tenant moves out, the tenant should do so only with the landlord's written permission.

The parties can, and in some states must, take steps to avoid disputes over damage. At the beginning of the lease term, the tenant should inspect the premises thoroughly and note all problems in writing on a check in/check out form. Both the tenant and the landlord should sign and date the list. At the end of the lease, the tenant should again inspect the premises with the landlord present, discuss any damage with the landlord, and check any problems found against the move in check list. The landlord is not required to be present to do a walkthrough together with the tenant.

The following incomplete list is intended as a guide to reasonable interpretation of the differences between expected wear and tear from normal residential use and irresponsible or intentional actions that cause damage to a landlord's property.

Wear & Tear

Damages

Worn out keys

Lost keys

Loose or stubborn door lock

Broken or missing locks

Loose hinges or handles on doors

Damage to a door from forced entry

Worn and dirty carpeting

Torn, stained or burned carpeting

Carpet seam unglued

Rust or oil stains on carpet

Scuffed up wood floors

Badly scratched or gouged wood floors

Linoleum worn thin

Linoleum with tears or holes

Worn countertop

Burns and cuts in countertop

Stain on ceiling from rain or bad plumbing

Stain on ceiling from overflowed tub

Plaster cracks from settling

Holes in walls from kids or carelessness

Faded, chipped or cracked paint

Unapproved (bad) tenant paint job

Loose wallpaper

Ripped or marked-up wallpaper

Balky drapery rod

Broken drapery rod

Faded curtains and drapes

Torn or missing curtains and drapes

Heat blistered blinds

Blinds with bent slats

Dirty window or door screens

Torn or missing screens

Sticky window

Broken window

Loose or inoperable faucet handle

Broken or missing faucet handle

Toilet runs or wobbles

Broken toilet seat or tank top

Urine odor around toilet

Urine or pet odor throughout unit

Closet bi-fold door off track

Damaged or missing bi-fold door

This information was obtained from Rental Housing On Line, the Internet's most comprehensive landlord/tenant rental housing site, with information, law, forms, forums, live chat and vacancy listing service. Visit RHOL at: <http://rhol.org/>
Frequently Asked Questions About Mediation
What is Mediation?

Mediation is a dispute resolution process involving a neutral third-party (mediators) that is an alternative to going to court or continuing to fight in a conflict situation. It is a consensual process, meaning both parties must voluntarily agree to mediate the dispute. One exception to this is court-ordered mediation, where a dispute has already been taken to court and the judge or magistrate orders the parties to attempt to mediate the dispute before s/he will rule on the case.

What Does the Mediator Do?

The mediator is a trained neutral party that facilitates the mediation process. Mediators are not judges. Their role is to help the individuals or groups involved in the conflict to isolate their issues, list possible solutions to each of those issues and then choose the mutually acceptable solutions to comprise a final agreement.

Why Shouldn't We Just Take This to Court?

Going to court is an involved and costly process. Courts usually have many procedural requirements that must be fulfilled before a hearing can be set. There is usually a filing fee at the very least. Many times it is necessary to hire an attorney to help you with your case and to navigate the legal system. The process can be lengthy and complicated and take a large financial and emotional toll on all parties involved. Our legal system is adversarial, so one party usually prevails over the other. Often people report that even after they have prevailed in court, they don't feel as if they have actually "won". Mediation allows for both parties to meet their needs. Because the outcome in mediation is driven by the parties themselves, the final agreement can be as unique and creative as the situation requires. Also, some situations can't be fully addressed in court. For instance, in a neighborhood dispute, one party might have been charged with a municipal violation for disrupting the peace with a loud party. The court will give an outcome as to that charge, but will not set any parameters as to how to avoid disrupting the neighbors' peace in the future, or how to solve other problems, such as parking or general hostility in the neighborhood. In a mediation, everyone involved in the dispute can be present and have a chance to state their take on the situation. After the issues have been isolated, the group can come up with creative solutions that solve their problems. The final agreement is put in writing and is binding on all the parties who sign it, unless otherwise specified in the agreement.

How is a Final Agreement Enforced?

Studies have shown that there is a higher compliance rate with mediation agreements than there is with court orders. If one party to an agreement feels that another party is not complying with the provisions that they agreed to, they can request another mediation to clarify or change the terms. If the parties do end up litigating their dispute, courts usually treat a mediated agreement as binding and enforceable.

What if We Can't Reach an Agreement?

About 90% of all mediated cases are resolved. Sometimes it takes more than one session to work with all the issues and reach an agreement. If mediation does not result in an agreement, you can continue the conflict, choose to leave things unresolved, or go to court. Courts usually look favorably on mediation, even if the attempt doesn't end with a resolution. Colorado Revised Statute § 13-22-307 protects the confidentiality of information disclosed in mediations unless all parties consent, with the exception of a few extreme circumstances.

What Kinds of Disputes Can Be Mediated?

Mediation can be utilized in almost any dispute, such as international conflict, labor disputes, or child custody disagreements. Our service at the City of Boulder Community Mediation Service (CMS) is for City of Boulder residents or for conflicts related to property located in the city. We provide mediations for conflicts between landlords and tenants, roommates, neighbors, employers and employees, co-workers, City of Boulder Departments, private nonprofits and community groups. The Children, Youth and Families Department offers mediation services for schools, teens and family conflicts, including those arising from child custody and divorce (with some income restrictions). **When and Where Do Mediation Sessions Take Place**

We can schedule a two-hour session during the day, or in the evening, any day of the week. We can accommodate most any time that works for all the parties involved. The sessions take place at the City of Boulder's Children, Youth and Family Building at 2160 Spruce St., near downtown Boulder, next door to the Spruce Pool.

How Much Does Mediation Cost?

Our service is subsidized with city taxes, so each party pays only \$20 for each two-hour session. This fee can be waived if someone is unable to pay. Sometimes one party offers to pay the other side's fee as an incentive to bring them to mediation.

What Happens in a Mediation Session?

There are several ways to conduct a mediation. We use a co-mediation model, so there will be two mediators present to assist you in the resolution of your dispute. At the start of the mediation, your mediators will introduce themselves and briefly go over the mediation process. They will make sure everyone understands that the process is voluntary and confidential and establish some ground rules for respectful communication. They will explain how individual caucuses work, where the mediators meet privately with each party if necessary to help reach an agreement. All parties in attendance will then be asked to sign a confidentiality agreement. Both sides will then be given a chance to tell their side of the story uninterrupted. The mediators will then start a list of issues that have become apparent as both sides stated their position. After a comprehensive list of issues and/or needs is established, the group will set an agenda as to the order these issues will be addressed in. The mediators will facilitate a group brainstorming to come up with possible solutions to each issue. From these lists, the group will evaluate which ideas would best meet their needs. Mediators will have individual caucuses if necessary. The mutually acceptable solutions will be written up in an agreement which all the parties will sign and receive a copy of.

How Do I Get the Other Party to Mediation with Me?

There are several ways to bring up the option of mediation to a party with whom you are having a dispute. How you choose to do this might depend on several factors such as the level of hostility between you and them, whether or not the other party is an individual or a company, or your comfort with explaining the mediation process. You might call or approach them in person and ask if they are familiar with mediation and if they would be willing to try it. You can refer them to our website, or print off a hard copy of this list of questions to give them. You can also have them call our office and one of our staff will explain the process and answer their questions. If you prefer, you may write them a letter asking them to mediate. Again, refer them to our website or ask them to call us directly. A third option is to have our office call the other party and offer our services. After an initial phone intake with you, we would call the other party and explain that we have been contacted by you regarding your dispute and that you would like to use our services to resolve your conflict. We explain the process and its benefits and clarify that it is a voluntary process. If they agree to mediate, we start the scheduling process. We do not divulge the details of what you have disclosed to us about the dispute. We do tell them who contacted us to initiate mediation and give a general reference to the dispute (e.g. return of a security deposit, dog barking, payment of a utility bill, etc.).